

EXHIBIT A

SCOPE OF WORK

1. The Contractor shall perform disposal services for the California Department of Food and Agriculture's (CDFA) Pest Detection/Emergency Projects Branch.
2. The services shall be performed in San Bernardino County.
3. Services shall be performed between the hours of 8:00 a.m. and 3:00 p.m. (PST), Monday through Friday, and 8:00 a.m. and 2:00 p.m. Saturday, excluding State holidays.
4. The project representatives during the term of this agreement will be:

State Agency

Name: Magally Luque-Williams
Unit/Branch: PHPPS/PDEPB
Address: 3180 Cridge St., Riverside CA 92507
Phone Number: (951)782-3271
Email Address: magally.luque-williams@cdfa.ca.gov

Contractor

Name: Nestor Aparicio
Company Name: County of San Bernardino, Department of Public Works
Address: 825 E 3rd St., San Bernadino, CA 92415
Phone Number: (909) 387-8091
Email Address: Nestor.Aparicio@dpw.sbcounty.gov

5.

Federal Agency	USDA/Animal and Plant Health Inspection Service
Federal Award Identification Number	AP24PPQFO000C009
Federal Award Date	03/07/2024
Catalog of Federal Domestic Assistance (CFDA) Number and Name	10.025, Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to State Agency	\$14,589,170.00
Effective Dates for State Agency	12/12/2023 - 09/30/2024
Federal Award to State Agency is Research & Development (Yes/No)	No

6. See Exhibit A, Attachment 1 for a detailed description of work to be performed and duties of all parties.
7. All contractors are expected to comply with the latest guidance of the [California Department of Public Health](#).

EXHIBIT A – ATTACHMENT 1

DETAILED SCOPE OF WORK

1. DESCRIPTION OF SERVICES

- A. The Contractor shall provide disposal of fruit collected from the San Bernadino/Riverside Oriental Fruit Fly quarantine area at the San Bernardino County Department of Public Works – San Timoteo Landfill. Pricing includes: Item 200 – Special Handling @ \$53.14 per ton, and Item 220 – Other Organic @ \$49.49 per ton, for a total of \$102.63 per ton.
- B. Delivery of the fruit for disposal is to occur Monday through Friday, from 8:00 a.m. to 3:00 p.m. and Saturday, from 8:00 a.m. to 2:00 p.m. Delivery will be coordinated by CDFA's site project coordinator.

2. CONTRACTOR RESPONSIBILITIES

- A. The San Bernardino County Department of Public Works will allow the immediate disposal and immediate burial (Special Handling) at the San Timoteo Landfill located at:
 - 1) San Timoteo Landfill - 31 Refuse Road, Redlands, CA 92373.
- B. Fruit must be disposed of at the landfill by being buried in a deep pit, trench, or other style of hole dug on site in accordance with regulatory protocols.
- C. Disposal is subject to prior approval by the Deputy Director of the Solid Waste Management Division. San Bernardino County Department of Public Works will allow the disposal of fruit from counties other than San Bernardino County subject to the following:
 - 1) Request for approval shall be provided forty-eight (48) hours in advance of the projected disposal date.
 - 2) The approval request shall be submitted to Steve Thom-
steven.thom@dpw.sbcounty.gov.
 - 3) A manifest defining the cargo and originating jurisdiction shall be provided to the scale operator at the time of delivery.

3. CDFA RESPONSIBILITIES

- A. CDFA is responsible for the handling/transporting of fruit to landfills. Fruit disposal requirements are as follows:
 - 1) Fruit collected from inside a quarantine area will require an immediate burial at the San Timoteo Landfill. CDFA must inform the landfill scale operator that they

are disposing of fruit that requires immediate burial (special handling). Note- All customers with loads requiring immediate burial are subject to delays while site personnel arrange burial locations.

- 2) CDFA or its contractor will ensure that fruit is double bagged and tarped prior to landfill entry.
- 3) CDFA staff or subcontractor(s) shall dump fruit where directed by landfill staff or designee.

4. **INVOICING**

- A. Invoices shall include the Contractor's company name, contract number, mailing address, telephone number, and service billing period.
- B. All invoices shall be submitted via email to:
Magally Luque-Williams - magally.luque-williams@cdfa.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within thirty (30) calendar days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are the rates in effect at the time of travel as established by the United States General Services Administration. <https://www.gsa.gov/travel-resources>

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B – ATTACHMENT 1

BUDGET DISPLAY

CDFA does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase/omit portions of the work as may be deemed necessary or advisable by the State. Any and all services performed outside of the Scope of Work, Exhibit A, Attachment 1 shall be at the sole risk and expense of the Contractor.

The service costs include all labor, materials, travel, taxes, freight, direct/indirect costs, and every other item of expense to complete the services contained in this Agreement.

<u>FY 23/24</u>	<u>Cost Per Unit</u>		<u>Total</u>
May 1, 2024 - June 30, 2024			
800 Tons of Organic Disposal	x	\$49.49	= \$39,592.00
800 Tons of Special Handling Disposal	x	\$53.14	= \$42,512.00
Total FY Not to Exceed			= \$82,104.00

<u>FY 24/25</u>	<u>Cost Per Unit</u>		<u>Total</u>
July 1, 2024 – August 31, 2024			
200 Tons of Organic Disposal	x	\$49.49	= \$9,898.00
200 Tons of Special Handling Disposal	x	\$53.14	= \$10,628.00
Total FY Not to Exceed			= \$20,526.00

Grand Total Not to Exceed **= \$102,630.00**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) business days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) business days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contractor Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Right to Terminate**

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT E

ADDITIONAL PROVISIONS

1. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

All federal recipients are subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements ([2 CFR 200](#)), and other laws and regulations affecting federal assistance.

Federal Funding Accountability and Transparency Act

Upon selection of an award, Recipients of federal funds will need to comply with the [Federal Funding Accountability and Transparency Act of 2006 \(FFATA\)](#). This includes disclosing the names and total compensation of the five most highly compensated officers of the entity if:

- 1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and
- 2) \$25,000,000 or more in annual revenues from federal awards; and
- 3) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934.

System for Award Management

All entities applying for federal funding, including renewal funding, must have a Unique Entity ID. A UEI Number is a unique identifier issued and maintained by [System for Award Management](#). All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

Entities will be required to provide their organization's UEI number before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now.

2. CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

3. UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of [Section 17200 of the Business and Professions Code](#).

4. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

5. **CONFLICT OF INTEREST**

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6. **LICENSE AND PERMIT REQUIREMENTS**

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State’s Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CDFR a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work, or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a

workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

7. **INSURANCE REQUIREMENTS**

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State, regardless of the minimum limits required in Section 2. Insurance Requirements below.
- J. **Subcontractors** - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and

limits required of Contractor and/or Permittee.

- K. **Premiums** – The contractor/Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any Required Insurance.
- L. **Required Insurance** - By requiring the insurance herein, the Department does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor/Permittee and such coverage and limits shall not be deemed as a limitation on the contractor's/Permittee's liability under the indemnities granted to the Department in this Contract.
- M. **Insurance Certificate** - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

A. Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

If the work will include applicators including but not limited to pesticides, herbicides, and/or pest control substances, coverage shall include Pesticide/Herbicide Applicator Coverage, or its equivalent, during the term of the contract.

B. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

8. QUALIFICATIONS

The prospective contractor must have the experience, qualifications and resources to perform the work required by this agreement.

9. MULTIPLE CONTRACTORS

The CDFA may undertake or award other contractors for additional work and the Contractor shall fully cooperate with other contractors and State employees.

10. SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

11. POTENTIAL SUBCONTRACTORS

If Contractor subcontracts out a portion of the work required by this agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. RIGHT TO BAR

The CDFA reserves the right to bar any Contractor's or subcontractor's employee from the worksite.

13. STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any government entity.

The Contractor shall indemnify CDFA against any failure of Contractor to pay into funds providing rights under the Labor Code, Unemployment Insurance Code, and Industrial Welfare Commission Order, or failure to pay such amount into these funds as required by law.

14. PUBLICITY AND ACKNOWLEDGEMENT

The Contractor agrees that he/she will acknowledge CDFA's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochure, or other type of promotional material.

15. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this

contract may be produced in whole or in part by forced labor, convict labor, or indentured labor.

16. **FORCE MAJEURE**

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, pandemic, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

17. **AMERICAN DISABILITIES ACT**

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 ([42 USC § 12101 et seq.](#)), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

18. **NATIONAL LABOR RELATIONS CERTIFICATION**

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

19. **AGREEMENT EXECUTION**

Unless otherwise prohibited by state law, regulation, or Department or Contractor policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

EXHIBIT F

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);

- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of

changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA

a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.